

04-12-2005

Form PTO-1594 (Rev. 03/05)

OMB Collection 0651-0027 (exp. 6/3)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

ET

102875147

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

Kosma-Kare International, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State: _____
☒ Other LLC

Citizenship (see guidelines) NJAdditional names of conveying parties attached? ☐ Yes ☒ No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) April 4, 2005

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? ☐ Yes ☒ NoName: General Electric Capital Corporation

Internal

Address: _____

Street Address: 201 Merritt 7City: NorwalkState: CTCountry: USA Zip: 06856

- ☐ Association Citizenship _____
☐ General Partnership Citizenship _____
☐ Limited Partnership Citizenship _____
☒ Corporation Citizenship DE
☐ Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic
 representative designation is attached: ☐ Yes ☒ No
 (Designations must be a separate document from assignment)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
76/422390

B. Trademark Registration No.(s)
2485828 2476389 2696062

Additional sheet(s) attached? ☐ Yes ☒ No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:

Name: Kristin Brozovic

Internal Address: _____

Street Address: c/o Latham & Watkins LLP233 S. Wacker Drive, Suite 5800City: ChicagoState: IL Zip: 60606Phone Number: 312-876-6541Fax Number: 312-993-9767Email Address: kristin.brozovic@lw.com

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 115.00

- ☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☒ Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
 Expiration Date _____

b. Deposit Account Number _____
 Authorized User Name _____

9. Signature: Kristin Brozovic

Signature

April 6, 2005

Date

04/12/2005 DBYRNE 00000148 76422390 Kristin Brozovic

Total number of pages including cover sheet, attachments, and document: 6

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

04/12/2005 DBYRNE 00000149 76422390

01 FC:8523

120.00 0P

TRADEMARK
REEL: 003065 FRAME: 0170

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 4, 2005, by KOSMA-KARE INTERNATIONAL, LLC, a New Jersey limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Water-Jel Technologies, LLC ("Borrower"), the Grantor, the Persons named therein as other Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral");

- (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing;
- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KOSMA-KARE INTERNATIONAL, LLC,
as Grantor

By: Robert J. Fitzsimmons
Name: Robert J. Fitzsimmons
Title: Vice President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By: _____
Name: _____
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

TRADEMARK
REEL: 003065 FRAME: 0173

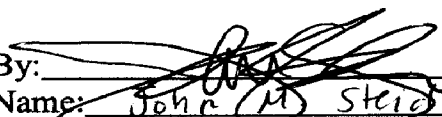
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KOSMA-KARE INTERNATIONAL, LLC,
as Grantor

By: _____
Name: _____
Title: _____

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL
CORPORATION, as Agent

By:  _____
Name: John M Steidte
Title: Its Duly Authorized Signatory

[Signature Page to Trademark Security Agreement]

**SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS**

KOSMA-KARE INTERNATIONAL LLC ("KKI LLC")

U.S./FOREIGN TRADEMARKS & TRADEMARK APPLICATIONS

	Country	Word Mark	Serial Number	Filing Date	Reg. Number	Reg. Date	Owner	Status
1.	US	BOO BOO BOX	76/422390	06/19/02	-----	-----	KKI LLC	Pending
2.	US	COMPARECARE	75/712656	05/24/99	2485828	09/04/01	KKI LLC	Registered
3.	US	KOSMAKARE	75/712654	05/24/99	2476389	08/07/01	KKI LLC	Registered
4.	US	KIDZ HEALTH	75/712651	05/24/99	2696062	03/11/03	KKI LLC	Registered

Trademark Licenses

Retail License Agreement between HIT Entertainment PLC and Kosma-Kare International, LLC, dated as of June 1, 2001, as amended and revised for the non-exclusive use of the trademark BOB THE BUILDER;

Retail License Agreement between The Wiggles Pty Ltd. and Kosma-Kare International, LLC, dated as of September 1, 2004, as amended and revised for the non-exclusive use of the trademark THE WIGGLES;

License Agreement between Fischer-Price, Inc. and Kosma-Kare International, LLC, dated as of May 30, 2002, for the non-exclusive use of the trademark RESCUE HEROES;

Merchandising License Agreement among Porchlight Entertainment, Inc., Jay Jay The Jet Plane Productions, Inc., Kidquest, Inc. d/b/a WonderWings.com and Kosma-Kare International, LLC, dated as of June 1, 2002 for the non-exclusive use of the trademarks appearing in the animated television series "Jay Jay The Jet Plane" including JAY JAY, SNUFFY, OLD OSCAR, TRACY, SAVANNAH, BIG JAKE, HERKY, REVVIN' EVAN AND TUFFY;

Merchandise License Agreement between Mirage Licensing, Inc. and Kosma-Kare International, LLC, dated as of September 24, 2004, for the non-exclusive use of the names, characters, elements, designs and likeness contained in the New Teenage Mutant Ninja Turtles Television Series airing on Fox in the United States;

Merchandise License Agreement between Spellbound Entertainment Limited and Kosma-Kare International, LLC for the non-exclusive use of the trademarks associated with the television series "The Koala Brothers"; and

Merchandise License Agreements among Those Characters From Cleveland, Inc., DIC Entertainment Corporation and Kosma-Kare International, LLC, dated October 8, 2004, for the non-exclusive use of the trademark STRAWBERRY SHORTCAKE.